

City Proposal 12.21.21 v2

ARTICLE 10 Safety and Equipment

Section 1. General.

The City shall maintain at all times an adequate quantity of modern, marked and unmarked vehicles, radios, and other essential equipment in sound working condition to ensure a safe work place for each Officer and to maximize the Department's prime objectives of crime prevention, suppression, and detection. Such vehicles, radios, and other essential equipment must be replaced during periods of repair. Any recommendations by the Labor Relations Committee in Article 9, above, for the purchase and use of advanced technological improvements in equipment (e.g., EO Tech electronic sight; tire spikes), shall be considered evidence that such improvements contribute to a safe work place for each officer. Any recommendations by the Labor Relations Committee shall take into consideration City budget cycles and priorities.

Section 2. Preventive Vehicle Maintenance Program.

The City shall ensure that all police vehicles assigned to the Officers are in safe condition and shall maintain a preventive maintenance program for police vehicles. The Chief shall assign a supervisor to the vehicle maintenance shop for the purpose of inspecting the safety of police vehicles. The Chief may assign either a sworn Officer or civilian to this position, except that in the event that a civilian is assigned, there shall be no reduction or loss of sworn positions in the Police Department as a result of the assignment of a civilian. If at the discretion of an Officer, an assigned vehicle is not in safe condition, said Officer shall notify the supervisor assigned to the vehicle maintenance shop that the vehicle is not in a safe condition. The supervisor assigned to the vehicle maintenance shop shall make the decision as to the safety of the police vehicle. In the event that the supervisor assigned to the vehicle maintenance shop deems the police vehicle to be in a safe condition, and the employee disagrees with the supervisor's decision, said Officer may protest the supervisor's decision in writing. The supervisor assigned to the vehicle maintenance shop shall acknowledge the officer's protest in writing and forward all copies to the Officer's Division Commander for final disposition.

The Vehicle Maintenance Supervisor shall maintain records on the maintenance of all police vehicles. When a vehicle reaches the 30,000 miles odometer reading, a review of the vehicle's maintenance record will be conducted. If deemed necessary, the Vehicle Maintenance Supervisor may request an exhaustive mechanical evaluation be performed on the vehicle. Any Officer may request an exhaustive mechanical evaluation of police vehicle when the vehicle reaches the 30,000-mile mark. This inspection will be accomplished in a timely manner or another vehicle will be provided for the Officer.

Chevrolet Tahoe and Ford Crown Victoria marked vehicles having 100,000 miles on their odometers and assigned to the uniform division, must be retired from the uniform division fleet. An Officer will not be required to operate a marked Chevrolet Tahoe or Ford Crown Victoria

vehicle assigned to the uniform division having 100,000 miles or more on its odometer. Additionally, an Officer will not be subject to disciplinary action for refusing to comply with an order to drive marked Chevrolet Tahoe or Ford Crown Victoria vehicles in the uniform division which had 100,000 miles or more on its odometer. Prior to 100,000 miles, a Chevrolet Tahoe or Ford Crown Victoria vehicle may be retired from the uniform division fleet if considered unsafe by the head of the vehicle maintenance unit or a Division Commander. No Officers in the uniform division may be ordered to drive a Chevrolet Tahoe or Ford Crown Victoria patrol vehicle which has in excess of 100,000 miles. Any vehicle retired from use in the uniform division pursuant to this agreement may be used by the Department in other divisions, provided that the vehicles are sound and safe to operate.

~~Ford Explorer Police Interceptor marked vehicles will be retired at 70,000 miles pending the results of a pilot program test group. The City and the Association agree to a pilot program to evaluate a test group of 56 Ford Explorer Police Interceptors (8 at each substation and traffic bureau) with a replacement life cycle of 100,000 miles. The Labor Relations Committee, outlined in Article 9, will monitor the test group and evaluate the relevant data. At the conclusion of the pilot test group, the Labor Relations Committee will recommend to the Police Chief a new Ford Explorer Police Interceptor replacement schedule based on the evaluation. For the purposes of this pilot program the decision of the Police Chief will be implemented only if the Chief follows the recommendations of the committee.~~

Ford Explorer Police Interceptor marked vehicles may be retired based on the recommendation of the Labor Relations Committee, outlined in Article 9. If supply chain issues exist beyond the City's reasonable control and impact the City's ability to replace any models of police vehicles within the mileage included in this Section, then a vehicle may be retired in excess of the mileage included in this Section or recommended by the Labor Relations Committee. In this circumstance, the City Manager will give notice to the Association of the City's impacted ability and estimated time frame for replacement. Notice to the Association regarding supply chain issues will be provided monthly to the LRC by the Building and Equipment Services Department until the time that there is no longer a supply chain issue. Vehicles that exceed 120,000 miles on their odometer due to supply chain issues will be retired if considered unsafe by the head of the Vehicle Maintenance Unit or a Division Commander.

The Labor Relations Committee will continue to evaluate the retirement policy of vehicles to be informed by other cities' policies and practices, and will include the evaluation of factors such as mileage, age, and costs. The LRC will have access to any Progress Reports prepared by the Building Equipment Services Department. The LRC shall make a recommendation based on its continued work 12 months from the effective date of this Agreement. For the purposes of this evaluation the decision of the Police Chief will be implemented only if the Chief follows the recommendations of the committee. Also, a vehicle may be retired at any time from the uniformed division fleet if considered unsafe by the head of the Vehicle Maintenance Unit or a Division Commander.

Section 3. Take-Home Cars.

The City shall provide to Officers occupying the rank of Lieutenant or above a City-owned vehicle for the Officer's use during his employment on active duty status and for the Officer's use

in driving to and from home. In lieu of a take-home vehicle, the Department may offer said officer a monthly car allowance of \$300 per month. An eligible officer may initially opt for a City-provided, unmarked vehicle (with less than 10,000 miles on its odometer) or the allowance as previously noted. During the period of June 1 to July 1 of each calendar year, the Officer may elect to change from his car or car allowance. If an eligible Officer opts for a vehicle, and the same is unavailable, such officer may draw the \$300.00 car allowance until the vehicle is furnished. The use of a City vehicle by an Officer may be revoked by the Chief if the individual assigned the vehicle is not insurable per state minimum requirements. Each Officer assigned a vehicle shall be required to use the vehicle in a manner consistent with Department policies. Any Officer assigned a vehicle shall not be eligible to receive any car allowance, as otherwise provided by the City. The Chief has the sole discretion whether to assign or not assign or to remove a vehicle from any other officer in any rank below Lieutenant. Assignment by the Chief of a vehicle to another Officer below the rank of Lieutenant shall not be grounds for filing of a grievance based upon the equal pay standards of Chapter 143 of the Local Government Code or any provision of this Agreement.

Section 4. Radios.

The City shall provide to each Officer, one (1) hand-held police radio and charger. These radios will be replaced in accordance with Department policies and regulations. However, in the event the radio needs to be replaced or repaired due to negligence or intentional abuse on the part of the Officer to whom the radio is issued, the Officer shall be required to reimburse the City for the costs. The cost of said radio shall be, for purposes of the Section, based upon its actual value at the time of loss. Negligence or intentional abuse and the actual value (considering depreciation value) of the radio shall be determined by the Labor Relations Committee outlined in Article 9.

Section 5. Soft Body Armor.

The City shall provide to all Officers the option of selecting soft body armor with a minimum standard of Threat Level III-A or Threat Level II. Such vests shall meet the highest levels of specifications as determined by the Labor Relations Committee outlined in Article 9. Vests shall be provided to all new Officers prior to the end of their first week as Officers. Vests shall be replaced every five (5) years by making a proper request to the Division Commander, or at any time when obvious damage to the vest requires replacement. However, if it is determined by the Labor Relations Committee outlined in Article 9, that the damage done to the vest was caused by neglect or misuse on the part of the Officer, then the Officer shall pay the actual value considering replacement costs, depreciation, utility value, and market value of the vest as determined by the Labor Relations Committee at the time of the loss. One free fitting per year will be provided by the City.

Section 6. Ammunition.

In addition to the ammunition provided by the Department for mandatory in-service firearms training, each Officer is entitled to one hundred (100) rounds of .40 caliber ammunition per year. The Department shall provide all initial and annual ammunition required for annual qualification with a rifle or shotgun, regardless of whether the weapon is Department issued.

Section 7. Labor Relations Committee as Equipment Advisory Committee.

A. The Labor Relations Committee as outlined in Article 9, in addition to its other duties, shall serve as the Equipment Advisory Committee. This Committee shall meet for the purpose of reviewing specifications, testing, and making recommendations to the Chief as to the purchase of all police-related equipment. For purposes of this Section, police-related equipment includes, but is not limited to, communications equipment, vehicles, vehicle light bars, weapons, specialized or technical investigative equipment, training aids, and computer-related equipment and materials. Police-related equipment does not include chairs, desks, office supplies, maintenance supplies, or other non-specialized equipment or materials purchased on a City-wide basis for all departments.

B. When an Officer loses and/or damages equipment assigned for purposes of employment the Labor Relations Committee shall cause to be conducted an investigation surrounding the facts causing the loss or damage. Upon completion of its investigation, the committee will make a determination as to the cause of the loss or damage and to what extent the Officer is responsible for such loss and/or damage. The Committee shall write a report of its findings which shall be forwarded to the Chief. An Officer who disagrees with the findings of the Committee may appeal the Committee's recommendation to the Chief. The Chief may adopt, in whole or in part, or reject the Committee's recommendations. The actions of the Chief in this regard shall not be subject to grievance and arbitration as provided for herein, if the Chief concurs in the recommendation of a majority of the Committee or reduces the Officer's responsibility for such loss or damage below the recommendation of the majority of the Committee.

Section 8. Reimbursement Procedures.

A. Officers may utilize payroll deductions to reimburse the City for lost or damaged equipment. Payroll deductions must be set at fifty dollars (\$50.00) per payday unless the Officer agrees to higher payments. It shall be the obligation of the officer to coordinate such repayment with the Police Department Accounting Office.

B. Officers desiring to reimburse the City for lost or damaged equipment outside of payroll deductions may do so as long as such mandatory payments are no less than fifty dollars (\$50.00) per pay day. Nothing herein prohibits the Officer from agreeing to higher payments. All reimbursements paid outside of payroll deduction are due within five (5) calendar days of the payday.

C. Regardless of the method of payment, all payments must begin no later than the second pay day after the final ruling by the Chief.

D. After all administrative appeals are exhausted; Officers failing to reimburse the City or who fail to pay according to the selected pay schedule above shall be deemed insubordinate to the Chief of Police and may be disciplined up to and including termination.

Section 9. Standardized Installation of Equipment.

The City agrees it will standardize the location of all equipment in all marked vehicles whenever possible.

Date: _____

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For the City

For the Association